



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Ms. J.P., et al.,

Plaintiffs,

v.

WILLIAM P. BARR, et al.,

Defendants.

Case No. 2:18-cv-06081-JAK-SK

**STIPULATION AND PROTECTIVE
ORDER GOVERNING THE
HANDLING OF CONFIDENTIAL
MATERIAL**

1 I. Plaintiffs and Defendants (collectively, the “Parties”) in the above-
2 captioned action *Ms. J.P., et al., v. William P. Barr, et al.*,¹ Case No. 2: 18-cv-06081-
3 JAK-SK (“Litigation” or “Action”) recognize that confidential government
4 information, including law enforcement sensitive, as well as information about putative
5 or confirmed class members and their children exchanged by the Parties in the Action
6 for the purpose of discovery and facilitating compliance with the Court’s preliminary
7 injunction order may include private information related to individuals who are or have
8 been in the custody and care of the United States Government or employees of the
9 United States Government and that such materials may reasonably, in good faith, be
10 confidential and protected from disclosure to the public or to one or more of the Parties
11 under Rule 26(c) of the Federal Rules of Civil Procedure.

12 II. The Parties desire to enter into this stipulation to facilitate the exchange of
13 documents and information while protecting against the unauthorized disclosure of
14 sensitive and confidential documents and information.

15 III. The Parties believe good cause exists for approving the stipulation because
16 it seeks to protect against injury caused by the dissemination of protected materials. The
17 materials to be protected include personally identifiable information and confidential
18 government information, including medical records and law enforcement sensitive
19 information.

20 **Stipulation**

21 NOW, THEREFORE, the Parties stipulate and agree, through their undersigned
22 counsel, to the following terms and conditions to govern the production of information
23 that the party producing the documents (Producing Party) reasonably and in good faith
24 deems confidential, and request that the Court enter a protective order (hereafter
25 “Protective Order” or “Order”) consistent with the terms of this stipulation.

26 **1. Definitions.**

27 ¹ Pursuant to the Court’s Order of November 5, 2019, former Attorney General
28 Jefferson B. Sessions III has been replaced in the caption of this matter with Attorney
General William P. Barr.

- 1 **A)** “Action” shall mean the case captioned *Ms. J.P., et al., v. Barr*, No. 2:18-cv-
2 06081 (C.D. Cal.).
- 3 **B)** “Challenging Party” shall mean any party who challenges the designation of
4 information as Protected Material under this Protective Order.
- 5 **C)** “Counsel of Record” includes all attorneys who have appeared as counsel of
6 record in this action on behalf of a party to this action.
- 7 **D)** “Designating Party” shall mean the party or other person including a Non-
8 Party producing in discovery in the Action any information that the Producing
9 Party seeks to designate and have treated as Protected Material pursuant to
10 this Protective Order.
- 11 **E)** “Disclose” (or forms thereof) shall mean to distribute, provide, or otherwise
12 make available for access, viewing, or copying. “Disclose” shall include the
13 actual covered document or item as well as the contents or information
14 contained therein, such that disclosing a copy, summary, paraphrasing, or
15 characterization would be considered a disclosure of the document itself for
16 purposes of this Protective Order.
- 17 **F)** “Document” shall mean all items listed in Federal Rule of Civil Procedure
18 34(a)(1)(A) & B.
- 19 **G)** “Non-Party” shall mean any natural person, partnership, corporation,
20 association, or other legal entity not named as a Party.
- 21 **H)** “Privileged Information” shall mean information contained in an
22 inadvertently produced Document produced by a Producing Party that the
23 Producing Party later claims to be, in whole or in part, privileged or
24 otherwise protected by the attorney-client privilege and/or work product
25 protection, governmental privileges, or any other applicable privilege.
- 26 **I)** “Producing Party” shall mean the person or party including a Non-Party
27 producing in discovery in the Action.
- 28

1 **J)** “Protected Material” shall mean information that, at the time of its production
2 in discovery in the action, or thereafter, is designated confidential by the
3 Producing Party including a Non-Party because of a good faith belief that the
4 information: (1) is not in the public domain, or if in the public domain, is
5 improperly in the public domain; (2) is a trade secret or other confidential
6 research, development, or commercial information as such terms are used in
7 Federal Rule of Civil Procedure 26(c)(1)(G); (3) personal financial, medical
8 or other private information relating to an individual including, but not limited
9 to, information that would properly be redacted from any public court filing
10 pursuant to Federal Rule of Civil Procedure 5.2; (4) non-public information
11 that is For Official Use Only (FOUO) or Law Enforcement Sensitive (LES);
12 (5) information protected by the provisions of the Privacy Act of 1974, 5
13 U.S.C § 552a; or (6) information contained in individual detainee files subject
14 to disclosure conditions under the Privacy Act, 5 U.S.C. § 552a, or any other
15 information or documents that would be covered by the Privacy Act if the
16 subject of the information had been a U.S. citizen or a person lawfully
17 admitted for permanent residence. The Parties stipulate that this Order serves
18 as a Court Order authorizing disclosure of materials protected by the Privacy
19 Act in accordance with 5 U.S.C. § 522a(b)(11) and that such materials must
20 be designated “Protected Material” and bear the mark of that designation.

21 **K)** “Receiving Party” shall mean any party who receives information that has
22 been designated as Protected Material.

23 **2. Scope.** The following terms govern with respect to all documents and
24 information exchanged by the Parties in the Action, whether before or after the entry of
25 this Order.

26 **3. Duration.** Even after final disposition of this Action, the confidentiality
27 obligations imposed by this Order shall remain in effect until a Designating Party
28 agrees otherwise in writing or a court order otherwise directs. The Parties and any

1 other person(s) or entity subject to the terms of this Protective Order agree that the
2 Court shall retain jurisdiction over it and them for the purpose of enforcing this
3 Protective Order.

4 **4. Protected Material.** The categories of Protected Material include:

- 5 **A.** Information, documents or tangible things protected by the Privacy Act, 5
6 U.S.C. § 552a, *et seq.*, or information covered by the Privacy Act if the
7 subject of the information had been a U.S. citizen or a person lawfully
8 admitted for permanent residence.
- 9 **B.** Personally Identifying Information (PII), Protected Health Information
10 (PHI), and any information that is protected or restricted from disclosure by
11 statute or regulation.
- 12 **C.** All other protected documents, information or tangible things not identified
13 above that the parties agree in writing or the Court orders qualify for
14 protection under Federal Rule of Civil Procedure 26(c).
- 15 **D.** Confidential and sensitive information, including information protected by
16 the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”),
17 non-public information that is designated or treated as For Official Use Only
18 (FOUO) and/or Law Enforcement Sensitive (LES), and information that is
19 protected or restricted from disclosure under the terms of any other statute or
20 regulation, but which the Court may order to be produced.
- 21 **E.** Defendants do not waive their right to assert other or further privileges over
22 the information and redact such information. For instance, Defendants may
23 withhold or redact information that is protected by statute for which no
24 exceptions permitting disclosure apply or exist or information that is subject
25 to a claim of privilege or exemption from disclosure such as withholding
26 classified national security information the Deliberative Process Privilege,
27 Law Enforcement Privilege, Attorney-Client Privilege or Attorney Work
28 Product.

1 **5. Designations.** It shall be the duty of the party producing the Protected Material
2 (“Producing Party”) to give notice of material that is to be considered covered by
3 this Protective Order in the manner set forth in paragraphs 5, 8 and 11 below.
4 Protected Material may be designated as “PROTECTED MATERIAL” if the
5 Producing Party believes in good faith that such material is covered by this
6 Protective Order. A party may designate material that it obtained from a Non-
7 Party pursuant to this Protective Order, if it believes in good faith that it qualifies
8 as Protected Material under this Order.

9 **6. Duties.** The duty of the Party or Parties receiving the Protected Material
10 (“Receiving Party”) and of all other persons bound by this Protective Order to
11 maintain the confidentiality of Protected Material so designated shall commence
12 with such notice. Protected Material shall be designated by the Producing Party,
13 subject to the provisions of this Order, with the designation of “PROTECTED
14 MATERIAL.” No person subject to this Protective Order may disclose, in public
15 or private, any Protected Material designated by a Party as “PROTECTED
16 MATERIAL,” except as provided for in this Protective Order or as further
17 ordered by the Court.

18 **7. Method Of Designation.** Any material the Producing Party wishes to designate
19 as Protected Material must be labeled PROTECTED MATERIAL, at the time the
20 material, or a copy thereof, is provided to the Receiving Party. In the case of
21 material contained in or on media other than paper, the Producing Party shall
22 affix such a label to the material or use its best efforts to identify the material as
23 Protected Material and affix the applicable designation.

24 **8. Access to Protected Material.** Only the following persons shall have access to
25 or retain material designated as PROTECTED MATERIAL pursuant to this
26 Order:

27 **A.** The Court and its official personnel;
28

- 1 **B.** Counsel for any Party and any of Defendants’ personnel with whom
2 Counsel for Defendants determines it is appropriate to share such
3 information for the purpose of this Action. For the purposes of this
4 Protective Order, “Counsel” means the attorneys representing the
5 Parties for this Action, including paralegals, office clerks, secretaries,
6 and other support staff assisting those attorneys, working on the Action;
- 7 **C.** For information designated as PROTECTED MATERIAL relating to
8 an individual member of the Class, the individual Class Member and
9 counsel who represent individual Class Members, or any prospective
10 counsel that is evaluating whether to take on the representation of a
11 Class Member; the individual Class Member and counsel shall only be
12 provided PROTECTED MATERIAL relating to the individual Class
13 Member, and the individual may not be provided any information
14 pertaining to other Class Members. Prospective counsel must execute
15 Exhibit A, the Acknowledgment Regarding the Order before receiving
16 this limited material designated PROTECTED MATERIAL;
- 17 **D.** Outside experts, consultants retained by the Receiving Party’s Counsel
18 to assist in this Action (and the experts’ or consultants’ staff whose
19 duties and responsibilities require access to such materials);
- 20 **E.** Court reporters and translators;
- 21 **F.** Outside litigation support personnel retained by Counsel to assist in the
22 preparation and/or litigation of the Action, including contract attorneys,
23 outside copying service vendors, or electronic document management
24 vendors;
- 25 **G.** Any person not otherwise covered by subparagraph (a), (b), (c), or (d)
26 who was involved in the preparation of such material or who received
27 or reviewed such material for purposes other than this Action or who
28

1 has been alleged to have received or reviewed such material for
2 purposes other than this Action;

3 **H.** Witnesses at deposition not otherwise covered by subparagraphs (a),
4 (b), (c) or (d);

5 **I.** Persons whom the Producing Party agrees in writing or on the record at
6 a deposition may be shown material designated PROTECTED
7 MATERIAL;

8 **J.** Any individuals or persons who Class Counsel designates for the
9 purpose of providing the screening and services to Class Members and
10 their children described in the Preliminary Injunction Order in this
11 Action, including (but not limited to) nonprofit organizations, lawyers,
12 mental health professionals, or any other organization or individuals
13 who may be able to assist with providing the screenings and services
14 described in the Preliminary Injunction Order. The individuals or
15 persons described in this paragraph may receive Protected Material
16 necessary to assist in providing screening and services to the Class
17 Member(s) they are serving or being consulted to serve after signing
18 the Acknowledgment. The individual or organization may not receive
19 information about any other Class Members.

20 **9. Agreement By Persons Accessing Protected Materials.** All persons identified
21 in paragraph 8 (d), (e), (f), (g), (h) (i), and (j) who in the course of the case may
22 be given access to Protected Material shall be required to read this Protective
23 Order and agree, in writing, to be bound by this Protective Order by executing an
24 acknowledgment in the form of Exhibit A that is annexed to this Protective Order.
25 All such acknowledgments shall be maintained in the files of the counsel
26 allowing access by such person to the Protected Material.

27 **10. Treatment Of Protected Material During Inspection Of Documents.** It is
28 contemplated that a Party might make available certain of its files for inspection

1 by other Parties, which files may contain Protected Material as well as non-
2 protected material, and that following such inspection, the inspecting party will
3 designate documents to be copied and the copies will be furnished or produced
4 to it. All documents and their contents made available for such inspection shall
5 be treated as PROTECTED MATERIAL until the Party allowing inspection has
6 had a reasonable opportunity, not to exceed twenty one (21) calendar days absent
7 an agreement by the parties, to designate and mark those documents which were
8 copied as PROTECTED MATERIAL.

9 **11.Copies, Summarizations, Extracts Protected.** Protected Material designated
10 under this Order shall include, without limitation: (a) all copies, extracts, and
11 complete or partial summaries prepared from such documents, things, or
12 information so designated; (b) portions of deposition transcripts and exhibits to
13 deposition transcripts that contain, summarize, or reflect the content of any such
14 documents, things, or information; and (c) portions of briefs, memoranda, or any
15 other writings filed with the Court and exhibits thereto that contain, summarize,
16 or reflect the content of any such documents, things, or information. The Parties
17 agree that information regarding the aggregated numbers for any category of
18 individuals contained in the Class may be excluded from this paragraph.
19 Moreover, a Party may make a request to the producing Party that certain material
20 contained in such copies, extracts, and complete or partial summaries not be
21 treated as PROTECTED MATERIAL. The Parties will meet and confer in good
22 faith within five (5) days of any such request to resolve the request.

23 **12.Pleadings and Briefs Containing Protected Material.** This Order does not
24 authorize the Parties to file Protected Material under seal. A Party that seeks to
25 file under seal any Protected Material must comply with Local Rule 79-5.
26 Protected Material may only be filed under seal pursuant to a court order
27 authorizing the sealing of the specific Protected Material at issue. When a party
28 seeks to file Protected Material that was so designated by another party and

1 reasonably requests guidance from the Producing Party as to which portions of
2 the Protected Material should be redacted or otherwise filed under seal, the
3 Producing Party agrees to provide said guidance with reasonable specificity. The
4 Producing Party shall file a brief within seven days after the motion to seal is
5 filed, or such other time as may be permitted by the Court, that either supports
6 the relevant motion to seal and explains the reasons why the Producing Party
7 contends the information should be sealed or provides an alternative version of
8 the Producing Party's Protected Material that the Producing Party contends is
9 appropriate for public filing and explains the reasons why any redacted
10 information should be sealed. The Producing Party's failure to submit a brief
11 explaining why the Protected Material should be sealed shall result in a waiver
12 of confidentiality rights as to the filed documents under this Order.

13 **13.Court Hearings And Other Proceedings.** Nothing contained in this Protective
14 Order shall be construed to prejudice any Party's right to use before the Court
15 any Protected Material. Before doing so, however, and to the extent not otherwise
16 authorized to be so used hereunder, the Party intending to use Protected Material
17 shall so inform the Court and the Producing Party, so that any Party or Non-Party
18 may apply to the Court for appropriate protection, including clearing the hearing
19 room or courtroom of persons not entitled to receive Protected Material pursuant
20 to paragraph 8.

21 **14.Testimony At Pretrial Court Hearings And Other Proceedings.** All testimony
22 elicited during hearings and other proceedings that Counsel for a Party or Non-
23 Party indicated on the record may be subject to the protections of this Order shall
24 be deemed PROTECTED MATERIAL until the expiration of twenty one (21)
25 calendar days after delivery of a copy of the transcript of the testimony by the
26 court reporter to counsel who requested a copy of the transcript. Within the
27 twenty-one (21) calendar day period following such receipt of the transcript (with
28 such receipt assumed to be one day following mailing), any Party may move to

1 seal the transcript, designating all or any portion of the testimony as
2 PROTECTED MATERIAL. Upon being informed that certain portions of a
3 transcript are designated as PROTECTED MATERIAL, each Party must have
4 each copy in their custody, possession or control immediately marked with the
5 appropriate designation at the appropriate pages. Such designation must remain
6 until the Court rules on the motion to seal.

7 **15. This Order Does Not Apply To Non-Private Information.** The restrictions set
8 forth in this Protective Order shall not apply to documents, things, or information
9 that: (a) is properly in the public domain; or (b) becomes part of the public domain
10 after its disclosure to a Receiving Party as a result of publication not involving a
11 violation of this Protective Order, including becoming part of the public record
12 in this Action through trial or otherwise. If the Producing Party challenges the
13 Receiving Party's invocation of this provision, then the Receiving Party shall
14 provide written documentation showing the material falls within categories of
15 non-private information referenced in this provision. This paragraph does not
16 purport to waive or in any way limit any protection that exists under law,
17 including the Privacy Act, 5 U.S.C. § 552a, *et seq.*

18 **16. Challenge To Designations.** If a Party objects to a designation of the materials
19 as PROTECTED MATERIAL on the ground that such protection is not
20 warranted under controlling law, the following procedure shall be used: The Party
21 objecting to the designation of Protected Material must notify, in writing,
22 Counsel for the other Party of the objected-to materials and the grounds for the
23 objection. The writing shall be by email to all counsel for the other Party,
24 followed by a hard copy sent next business day via courier. The objecting Party
25 shall request to meet and confer with the other Party prior to submitting the
26 dispute to the Court for a ruling. If the dispute is not resolved consensually
27 between the parties within ten (10) business days of receipt of such a notice of
28 objections, the objecting party may move the Court for a ruling on the objection.

1 The materials at issue must be treated as Protected Material, until the Court has
2 ruled on the objection or the matter has been otherwise resolved.

3 **17.No Waiver By Failure To Challenge Designation.** For purposes of this Action
4 or any other action, no Party concedes that any material designated as
5 PROTECTED MATERIAL does in fact contain or reflect Protected Material. A
6 Party shall not be obligated to challenge the propriety of the PROTECTED
7 MATERIAL designation at the time made, and failure to do so shall not preclude
8 a subsequent challenge.

9 **18.Inadvertent Disclosure Of Protected Material.** The failure by a Producing
10 Party to designate specific documents or materials as PROTECTED MATERIAL
11 shall not, by itself, be deemed a waiver in whole or in part of a claim of
12 confidentiality as to such documents or materials. Upon written notice to the
13 Receiving Party of such failure to designate, or of incorrect designation, the
14 Receiving Party shall cooperate to retrieve disseminated copies, and restore the
15 confidentiality of the inadvertently disclosed information beyond those persons
16 authorized to review such information pursuant to paragraph 8, and shall
17 thereafter take reasonable steps to ensure that the Protected Material is treated in
18 accordance with the designation. No person or Party shall incur any liability
19 under this Protective Order with respect to disclosure that occurred prior to the
20 receipt of written notice of the mistaken designation

21 **19.Disclosure To Producing Party's Personnel.** Nothing in this Protective Order
22 shall affect the right of the Producing Party to disclose to its client agency
23 personnel, employees, consultants, or experts, any documents, things, or
24 information designated by it as PROTECTED MATERIAL pursuant to this
25 Order; such disclosure shall not waive the protection of this Protective Order and
26 shall not entitle other Parties or their attorneys to disclose such information,
27 documents, things, or information in violation of this Order.

1 **20.Disclosure To Unauthorized Persons.** If information subject to this Protective
2 Order is disclosed to any unauthorized person either through inadvertence,
3 mistake, or otherwise without authorization by the Producing Party, or other than
4 in the manner authorized by this Protective Order, the person responsible for the
5 disclosure shall immediately (a) inform the Producing Party of all pertinent facts
6 relating to such disclosure, including without limitation, the name, address, and
7 telephone number of the recipient and his or her employer; (b) use his or her best
8 efforts to retrieve the disclosed information and all copies thereof; (c) advise the
9 recipient of the improperly disclosed information, in writing, of the terms of this
10 Protective Order; (d) make his or her best efforts to require the recipient to
11 execute an agreement to be bound by the terms of this Protective Order in the
12 form of the declaration attached to this Protective Order as Exhibit A; and (e)
13 take all other reasonable steps to prevent further disclosure by or to the
14 unauthorized person who received the Protected Material.

15 **21.“Admissibility” Of Protected Material.** This Protective Order shall not
16 constitute a waiver of any Party’s or Non-Party’s right to object to the
17 admissibility into evidence of any Protected Material under Federal law.

18 **22.All Objections Preserved.** This Protective Order is intended to provide a
19 mechanism for handling the disclosure or production of Protected Material to
20 which there is no objection other than confidentiality. The protection afforded by
21 this Order shall in no way affect a Producing Party’s right to withhold or redact
22 documents as: (a) privileged under the attorney-client or any other privilege, (b)
23 protected by the work product doctrine, or (c) otherwise exempted from
24 discovery under Rule 26 of the Federal Rules of Civil Procedure or under any
25 law. Additionally, this Protective Order shall not prejudice the right of a Party to:
26 (a) seek additional protective treatment for any information it considers to be very
27 highly sensitive, or otherwise exempt from disclosure, such that the protections
28 in this Protective Order would be insufficient, (b) object to the designation of any

1 document or information as PROTECTED MATERIAL, or (c) seek any
2 modification of or relief from any provision of this Protective Order, either
3 generally or as to any particular Protected Material, by properly noticed motion
4 with notice to all Parties and their respective Counsel.

5 **23.Advice To Client.** Nothing in this Protective Order shall prevent or otherwise
6 restrict Counsel from rendering legal advice to the clients in this Action and, in
7 the course of this Action, relying generally on examination of designated
8 Protected Material; provided, however, that in rendering such advice and
9 otherwise communicating with such client, Counsel shall not disclose the specific
10 contents of Protected Materials to persons not authorized to receive such material
11 pursuant to the Protective Order.

12 **24.Inadvertent Disclosure Of Privileged Information.**

13 **A.** The inadvertent disclosure of Material covered by the attorney- client
14 privilege, the work-product doctrine, or any other recognized privilege
15 shall be governed by Federal Rule of Evidence 502 and this Protective
16 Order.

17 **B.** If, in connection with the pending Action, a Producing Party
18 inadvertently discloses information subject to a claim of a privilege or
19 protection described in paragraph 24(a) (“Inadvertently Disclosed
20 Information”), such disclosure shall not constitute or be deemed a
21 waiver or forfeiture of any claim of privilege or work-product
22 protection that the Producing Party would otherwise be entitled to assert
23 with respect to the Inadvertently Disclosed Information and its subject
24 matter.

25 **C.** If a claim of inadvertent disclosure is made by a Producing Party with
26 respect to Inadvertently Disclosed Information, the Receiving Party
27 shall, within five (5) business days, return or destroy all copies of the
28 Inadvertently Disclosed Information and provide a certification of

1 counsel that all such Inadvertently Disclosed Information has been
2 returned or destroyed.

3 **D.** Within twenty-one (21) calendar days of the notification that such
4 Inadvertently Disclosed Information has been returned or destroyed, or
5 within a different time upon written agreement of the Parties or order
6 of the Court, the Producing Party shall produce a privilege log with
7 respect to the Inadvertently Disclosed Information.

8 **E.** If the Receiving Party knows or should reasonably know that materials
9 that the Producing Party has produced contain Privileged Information,
10 the Receiving Party shall (1) notify the Producing Party of inadvertently
11 produced materials, and (2) refrain from examining the writing any
12 more than is necessary to determine the privilege, in accordance with
13 Rule 4.4 of the California Rules of Professional Conduct. The
14 Receiving Party shall notify the Producing Party of the inadvertently
15 produced material, in writing, within 72 hours of examining the
16 material. Within 72 hours of receiving the notification of inadvertently
17 disclosed material, the Producing Party shall confirm, in writing,
18 whether the potentially privileged material was inadvertently disclosed,
19 and may claw back the material pursuant to the procedures in this
20 Paragraph 24 if it is, in fact, Privileged Information.

21 a. In this section, the “knows or should reasonably know”
22 standard for whether the writing received by the Receiving Party
23 contains privileged information is the standard articulated in
24 California Rule of Professional Conduct 4.4 and its comments.
25 Nothing in this Order is intended to shift the burden to identify
26 privileged and protected Documents from the Producing Party to the
27 Receiving Party.
28

1 F. Nothing in this Protective Order shall limit the right of any Party to
2 petition the Court for an order compelling production of such
3 Inadvertently Disclosed Information, or for an in-camera review of the
4 Inadvertently Disclosed Information.

5 **25.Good Faith Designations.** Each Party agrees that designation of Protected
6 Material and responses to requests to permit further disclosure of Protected
7 Material shall be made in good faith and not: (a) to impose burden or delay on an
8 opposing Party, or (b) for tactical or other advantage in litigation. Further, each
9 Party agrees to make best efforts to avoid as much as possible inclusion of
10 Protected Material in briefs and other captioned documents filed in court, in order
11 to minimize sealing and designating such documents as Protected Material.

12 **26.Use Of Information Subject To Protective Order.** The Receiving Party's use
13 of any information or documents obtained from the Producing Party subject to
14 this Protective Order, including all information derived therefrom, shall be
15 restricted to use in this Action (subject to the applicable rules of evidence, and
16 subject to the confidentiality of such materials being maintained) and shall not be
17 used by anyone subject to the terms of this agreement, for any purpose outside of
18 this Action or any other proceeding between the Parties, except as otherwise
19 provided in this Order. Before using any Protected Material received for any
20 other purpose outside of this Action, the Receiving Party should seek leave of the
21 Court following the procedures described in Paragraph 16 of this Order,
22 including, if appropriate, a request for *in camera* review of the Protected
23 Material.

24 **27.Meet And Confer.** Prior to filing any motion or application before the Court to
25 enforce this Protective Order, the moving party shall notify the other Party(ies)
26 in writing and meet and confer in good faith in an attempt to resolve their
27 dispute(s).
28

1 **28.Injunctive Relief.** In the event anyone violates or threatens to violate any of the
2 terms of this Protective Order, the Parties including any Non-Party Producing
3 Party and/or Designating Party agree that the aggrieved party may, subject to the
4 “meet and confer” requirement set forth above, apply to the Court to obtain
5 injunctive relief against any such person violating or threatening to violate any
6 of the terms of this Protective Order. In the event the aggrieved party brings such
7 motion or application, the responding person subject to the provisions of this
8 Protective Order shall not employ as a defense the claim that the aggrieved party
9 possesses an adequate remedy at law. The Parties including any Non-Party
10 Producing Party and/or Designating Party shall not use or reveal, directly or
11 indirectly, any information in violation of this Protective Order. Because of the
12 confidential and proprietary nature of the information contemplated to be covered
13 by this Protective Order, the Parties including any Non-Party Producing Party
14 and/or Designating Party agree that legal remedies are inadequate. Therefore,
15 the Parties including any Non-Party Producing Party and/or Designating Party
16 stipulate that injunctive relief is an appropriate remedy to prevent any person
17 from using or disclosing Protected Material in violation of this Protective Order.
18 The Parties including any Non-Party Producing Party and/or Designating Party
19 waive and release any and all requirements for a bond or undertaking to support
20 any injunctive relief for enforcement of this Protective Order.

21 **29.Other Actions.** If any Party is (a) subpoenaed in another action, (b) served with
22 a demand in another action to which it is a Party, or (c) served with any legal
23 process by one not a party to this action, seeking information or material which
24 was produced or designated as PROTECTED MATERIAL by someone other
25 than that Party, the Party shall give prompt actual written notice, by hand or
26 facsimile transmission, within ten (10) calendar days of receipt of such subpoena,
27 demand, or legal process, to those who produced the Protected Material prior to
28 compliance with the subpoena so as to allow the Producing Party to seek

1 protection from the relevant court(s). Nothing in this Protective Order shall be
2 construed as requiring the Party or anyone else covered by this Protective Order
3 to challenge or appeal any order requiring production of information or material
4 covered by this Protective Order, or to subject itself to any penalties for
5 noncompliance with any legal process or order, or to seek any relief from this
6 Court.

7 **30.Survival And Final Disposition Of Designated Material.** Final termination of
8 the Action, including exhaustion of appellate remedies, shall not terminate the
9 limitations on use and disclosure imposed by the Protective Order.

10 a. Within sixty (60) days of the final termination of the Action by final
11 judgment (whether by settlement, trial, or otherwise), including the time
12 for filing and resolution of all appeals, or within such other period as the
13 Parties may agree upon, all Protected Material and copies of Protected
14 Material, including such material in the hands of outside experts or
15 consultants or attorneys who considered or accepted representation of a
16 Class Member or child, shall be delivered by counsel of record for the
17 Receiving Party to counsel of record for the Producing Party of such
18 material or destroyed, with confirmation of that destruction to the
19 producing Party in writing.

20 b. Any Protected Material filed or lodged with and retained by the Court shall
21 not be subject to the provisions of this paragraph 30.

22 c. Notwithstanding the foregoing, Counsel may retain copies of briefs and
23 other papers filed with the Court, deposition transcripts, discovery
24 responses, and attorney work product that contains or constitutes Protected
25 Material. Further, counsel are not required to delete information that may
26 reside on their electronic back-up systems that are over-written in the
27 normal course of business. Any such archival copies that contain or
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1 constitute Protected Material remain subject to this Protective Order and
2 shall be maintained in a safe and secure manner.

3 **31.Amendment Or Termination Of Protective Order.** No part of the restrictions
4 imposed by this Protective Order may be terminated, except by written stipulation
5 executed by counsel of record for each Producing Party or by an Order of this
6 Court for good cause shown. The terms of this Protective Order shall survive
7 termination of the Action.

8 **32.Jurisdiction For Enforcement.** The Court retains jurisdiction subsequent to
9 settlement or entry of judgment to enforce the terms of this Protective Order.
10 Each person to whom disclosure of any Protected Material is made agrees to
11 subject himself to the jurisdiction of the Court in which this action is pending for
12 the purpose of proceedings relating to the performance under, compliance with,
13 or violation of this Protective Order.

14 **33.Limitations.** Nothing in this Order shall be deemed to restrict in any manner the
15 use by any party of its own documents or materials. Nothing in this Protective
16 Order should be construed as prohibiting a non-party from seeking additional
17 protections of records or information that it owns or controls.

18 DATED: February 28, 2020

SIDLEY AUSTIN LLP

19
20 /s/ Amy P. Lally
21 Amy P. Lally
Attorney for Plaintiffs

22 DATED: February 28, 2020

UNITED STATES DEPARTMENT
23 OF JUSTICE, OFFICE OF
IMMIGRATION LITIGATION

24 /s/ Nicole N. Murley
25 Nicole N. Murley
26 Senior Litigation Counsel
Attorneys for Defendants
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1 **FILER'S ATTESTATION**

2 Pursuant to Local Rule 5-4.3.4(a)(2) of the Central District of California, I attest
3 that I have concurrence in the filing of this document.
4

5 By: /s/ Amy P. Lally
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11 **[CONTINUED ON THE NEXT PAGE]**
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1 **ORDER**

2 For good cause shown, pursuant to Rule 26(c) of the Federal Rules of Civil
3 Procedure, all discovery and other materials exchanged by the Parties or Non-Party
4 Producing Party and/or Designating, or filed with the Court, in *Ms. J.P., et al., v.*
5 *William P. Barr, et al.*, Case No. 2: 18-cv-06081-JAK-SK (C.D. Cal.) shall be provided
6 subject to the conditions set forth in the foregoing Stipulated Protective Order. This
7 order shall be construed as a lawful order pursuant to the Privacy Act permitting release
8 consistent with the terms of this Order.

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10 **IT IS SO ORDERED**

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12 Dated: March 12, 2020



13 John A. Kronstadt
14 United States District Judge
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1. My name is _____ (first, middle initial, last).

2. I live at _____ (street address),
_____ (city), _____ (state) _____ (zip code).

3. I am employed as a/an _____ by _____ (company),
which is located at _____ (street address), _____
(city), _____ (state) _____ (zip code). Its telephone number
is _____.

I have read the attached Stipulated Protective Order entered in the action of *Ms. J.P., et al., v. William P. Barr, et al.*, pending in the Central District of California and bearing Case No. 2:18-cv-06081-JAK-SK, and a copy of the Stipulated Protective Order has been given to me.

4. I agree to be bound by the terms of the Stipulated Protective Order, and agree that any Protected Material, within the meaning of the Stipulated Protective Order, will be used by me only to assist counsel in connection with the above-referenced litigation or as otherwise authorized by the Stipulated Protective Order.

5. I agree that I will not disclose or discuss Protected Material so designated with anyone other than the persons described in paragraph 6 of the Stipulated Protective Order.

6. I understand that any disclosure or use of Protected Material in any manner contrary to the provisions of the Stipulated Protective Order may subject me to sanctions for contempt of the Court's Order.

1 **7.** I agree to be subject in personam to the jurisdiction of the Central District
2 of California in connection with any proceeding relating to the enforcement of the
3 Stipulated Protective Order.

4
5 I declare under penalty of perjury that the foregoing is true and correct.

6
7 _____
8 (date)

(signature)